



STATE OF HAWAII  
DEPARTMENT OF TAXATION

OFFER IN COMPROMISE (Sec. 115-4(n), R.L.H. 1955)		To be filed in duplicate with Director of Taxation	
Name(s) and Address of Taxpayer(s)	For Use of District Office		
	Indicate whether offer is (check applicable box)  <input type="checkbox"/> Cash (paid in full)  <input type="checkbox"/> Deferred payment	Case No. _____  _____ District Office	

TO: Director of Taxation                      Date:\_\_\_\_\_                      Amount Paid \$ \_\_\_\_\_

1.    This offer is submitted by the undersigned to compromise tax liability, including penalties and interest, as follows:

Amount of Tax Assessed or Proposed to be Assessed, Penalty, and Interest

<u>Kind of Tax</u>	<u>Period</u>	<u>Tax</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
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2.    Proposed Offer:

The total sum of \$ \_\_\_\_\_ paid in full or payable on the deferred payment basis as follows:\*(  
(See footnote on reverse.)

together with interest at the rate of 8 percent per annum on the deferred payments, if any, from the date the offer is accepted until the respective payments are made in full, is hereby tendered voluntarily with the request that it be accepted in compromise of the above-described liability (plus any accrued interest on the liability covered by this offer) of the taxpayer aforesaid.

3.    In making this offer and as a part consideration thereof, the proponent agrees (a) that all payments and other credits heretofore made to the account(s) for the period(s) covered by this offer shall be retained by the State; and (b) that any and all amounts of money to which the proponent may be entitled under the State tax laws, due through overpayments of any tax or other liability, including penalties and interest, made for periods ending prior to or during the calendar year in which this offer is accepted, as are not in excess of the difference between the liability sought to be compromised and the amount herein offered, shall also be retained by the State. Any such refund received after the filing of this offer will be returned immediately to the office of the Director of Taxation.
4.    It is further agreed that upon notice to the proponent of the acceptance of this offer in compromise of the liability aforesaid, the proponent shall have no right to contest in court or otherwise the amount of the liability sought to be compromised; and that in the event this offer is a deferred payment offer and there is a default in payment of any installment due under the terms of the offer, the Director of Taxation (or his subordinate) at his option (a) may proceed immediately by suit to collect the entire unpaid balance of the offer, or (b) may proceed immediately by suit to collect as liquidated damages an amount equal to the liability sought to be compromised, minus any deposits already received under the terms of the offer in compromise, with interest on the unpaid balance at the rate of 8 percent per annum from the date of default, or (c) may disregard the amount of such offer and apply all amounts previously deposited thereunder against the amount of the liability sought to be compromised and may, without further notice of any kind, assess and/or collect by action in assumpsit or distress the balance of such liability, the right of appeal to the Appeal Board or Tax Court, and the restriction against assessment being hereby waived.

5. The following facts and reasons are submitted as grounds for acceptance of this offer:

6. It is understood that this offer will be considered and acted upon in due course and that it does not afford relief from the liability sought to be compromised unless and until it is actually accepted in writing by the Director of Taxation or his duly authorized representative, and approved by the Governor, and the terms of the offer have been fully complied with.

I declare that this offer (including any accompanying schedules and statements) has been prepared by me, or under my authorization, and the contents thereof are true and complete to the best of my knowledge and belief.

\_\_\_\_\_

\_\_\_\_\_  
Signature(s) of Proponent(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*If this offer is paid in full at the time it is filed with the County Tax Administrator, no entries should be made in this space. If this is a deferred payment offer, show in this space (a) the amount deposited at the time of filing this offer, (b) any amounts deposited on prior offers, which are applied on this offer, and (c) the amount of each deferred payment and the date on which each payment is to be made. (Amounts payable subsequent to the date of filing of offer, including amounts payable upon notice of acceptance, constitute deferred payments.)